

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

State Farm Mutual Automobile Ins. Co.,) No. CV 11-00281-PHX-ROS
Plaintiff,) **ORDER**
vs.)
Coni Rebarcak; et. al.,)
Defendants.)

Pending before the Court is Plaintiff's Motion for Default Judgment. (Doc. 20). For the reasons below, the Court will require additional briefing before ruling on the Motion for Default Judgment.

BACKGROUND

On October 7, 2010, Plaintiff filed its Complaint (Doc. 1) for breach of contract. The Complaint names as defendants Coni Rebarcak and Jeff Rebarcak, husband and wife (the "Rebarcaks") d/b/a R3 Holdings, LLC.¹ The Complaint alleges breach of a settlement agreement (the "Contract"), which is attached to the Complaint. Summons' were issued on October 13, 2010 and served on the Rebarcaks on October 27, 2010. (Docs. 5, 6, 19). The Rebarcaks have not answered.

¹ The Complaint also names fictitious parties, but Plaintiff has never amended to identify those parties.

1 On February 4, 2011, Plaintiff applied for application of default against the
2 Rebarcaks. (Doc. 12). The application was accompanied by a affidavits setting forth: the
3 service of the summons and complaint; the Rebarcak's failure to answer; the liquidated
4 amount of damages; a statement that no defendant is an infant, incompetent or presently in
5 military service; and a detailed affidavit in support of Plaintiff's request for attorneys' fees
6 under the settlement agreement. (Doc. 12). On February 11, 2011, the Clerk entered default
7 against the Rebarcaks.

8 On April 6, 2011, the Court ordered Plaintiff to show cause (the "OSC") why the case
9 should not be dismissed for failure to prosecute. (Doc. 16). On April 13, 2011, Plaintiff
10 lodged a proposed form of default judgment. (Doc. 17). On April 27, 2011, Plaintiff filed
11 a response to the OSC and a Motion for Default Judgment. (Docs. 20, 21).

12 The proposed form of default judgment recites a principal sum, the amount of costs,
13 and the amount of attorneys' fees.² (Doc. 17). It also seeks an interest rate of 10% per
14 annum from the date of judgment. (Id.). Plaintiff submitted a detailed affidavit in support
15 of the attorneys' fees. (Doc. 12). The principal sum appears to be related to the amounts set
16 forth in the Contract, but does not directly align with any specific number therein. (Doc. 1,
17 Ex. 1).

18 Plaintiff will be ordered to file a supplement to its Motion for Default Judgment
19 providing: (1) a detailed breakdown of the principal sum and how Plaintiff arrived at this
20 amount; (2) a breakdown of the costs sought by Plaintiff; (3) authority for why a federal
21 court should enter judgment allowing for interest at a rate of 10% per annum or, alternatively,
22 setting forth the appropriate interest rate in federal court; (4) setting forth Plaintiff's
23 intentions as to the fictitious parties (e.g., intention to dismiss fictitious parties). Plaintiff
24 shall refer to supporting documentation in the record (e.g., the Contract attached to Doc. 1,
25 Ex. 1), or provide such supporting documentation not yet in the record. Following
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27 _____
28 ² The contract provides for attorneys' fees and costs.

1 supplementation, the Court will consider Plaintiff's Motion for Default Judgment.³

2 **IT IS ORDERED** Plaintiff shall supplement its Motion for Default Judgment in
3 accordance with this order no later than **May 13, 2011**.

4 DATED this 29th day of April, 2011.

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9 Roslyn O. Silver
10 Chief United States District Judge
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27 ³ If necessary, the Court will order an evidentiary hearing under Fed. R. Civ. P.
28 55(b).